

1 BILL NO. S-83-08-14

2 SPECIAL ORDINANCE NO. S-161-83

3 AN ORDINANCE approving a Contract
4 by the City of Fort Wayne by and
5 through its Board of Public Works
6 and Rieth-Riley Construction Co.,
Inc., for Res. #5957-83, Curbface
Walk on Violet Court from Fairfield
to Hoagland.

7 NOW, THEREFORE BE IT ORDAINED BY THE COMMON COUNCIL
8 OF THE CITY OF FORT WAYNE, INDIANA:

9 SECTION 1. The annexed Contract, made a part hereof,
10 by the City of Fort Wayne by and through its Board of Public
11 Works and Rieth-Riley Construction Co., Inc., for Res. #5957-83,
12 Curbface Walk on Violet Court from Fairfield to Hoagland, is
13 hereby ratified, and affirmed and approved in all respects. The
14 work under said Contract requires:

15 to construct curbface walk on Violet Drive
16 from Fairfield Avenue to Hoagland Avenue.
17 This will be funded from the revolving
18 Barrett Law Account. Special improvement
shall also include installation of new
ornamental lighting system;

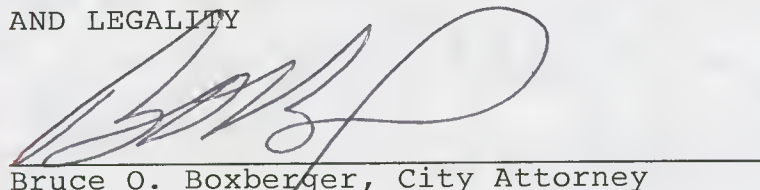
19 the Contract price is Thirty-Four Thousand Nine Hundred Fourteen
20 and 55/100 Dollars (\$34,914.55) [funded from the revolving Barrett
21 Law Account].

22 SECTION 2. Prior Approval was received from Council
23 with respect to this Contract on July 12, 1983. Two (2) copies
24 of the Contract attached hereto are on file with the City Clerk,
25 and are available for public inspection.

26 SECTION 3. That this Ordinance shall be in full force
27 and effect from and after its passage and any and all necessary
28 approval by the Mayor.

29 
30 Councilmember

31 APPROVED AS TO FORM
32 AND LEGALITY

33 
Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Scruggs, seconded by GiaQuinta, and duly adopted, read the second time by title and referred to the Committee Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATE: 8-9-83

Sandra E. Kennedy
CITY CLERK

Read the third time in full and on motion by Stier, seconded by Stier, and duly adopted, placed on its passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GiaQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHOMBURG</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCRUGGS</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 8-23-83

Sandra E. Kennedy
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ZONING MAP~~) (~~GENERAL~~) (~~ANNEXATION~~) (~~SPECIAL~~)

(~~APPROPRIATION~~) ORDINANCE (RESOLUTION) NO. D-161-83

on the 23rd day of August, 1983.

ATTEST:

(SEAL)

Sandra E. Kennedy

Ray A. E. [Signature]

CITY CLERK

PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 24th day of August, 1983, at the hour of 11:30 o'clock PM, E.S.T.

Sandra E. Kennedy

CITY CLERK

Approved and signed by me this 26th day of August, 1983, at the hour of 3:40 o'clock PM, E.S.T.

Win Moses, Jr.

WIN MOSES, JR. - MAYOR

73-123-25
7/27/83

REVOLVING BARRETT LAW
SUBJECT TO COUNCILMANIC APPROVAL
PRELIMINARY MEETING
RATIFICATION

CONTRACT

This Agreement, made and entered into this 27 day of July, 1983

by and between ----- RIETH-RILEY CONSTRUCTION CO., INC. -----
----- 1633 S.R. 327 North County Line Rd., Huntertown, Ind. 46748-----

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, herein-
after called "City," under and by virtue of an act of the General Assembly of the State of Indiana,
entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory
and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to im-
prove by constructing curbface walk on Violet Court from Fairfield Avenue to
Hoagland Ave. This will be funded from the revolving Barrett Law Account.
Special improvement shall also include installation of new ornamental lighting
system.

by grading and paving the roadway to a width of XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a
good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improve-
ment Resolution No. 5957-82 attached hereto and by reference made a part hereof.
~~and at the following price per lineal foot~~

At the following prices:

Street Light Items:

Install 12' pedestal pole	Seventy-four dollars and twenty cents per each	74.20
Install TC100R luminaire & lamp	Thirty-three dollars and ninety-five cents per each	33.95
Install 2/C and/or 1/C #4 alum. wire in trench or conduit	No dollars and thirty-seven cents per lineal foot	0.37
Bore or push 1½" tubing under drives, trees, walks, streets, etc.	Four dollars and twenty-five cents per lineal foot	4.25
Install 1.5' x 1.5' x 4.0' concrete foundation with grounding	One hundred and sixty dollars and no cents per each	160.00
Install 1" tubing in trench	One dollar and five cents per lineal foot	1.05
Trench in Earth - 20" deep	One dollar and thirty-five cents per lineal foot	1.35
Install 10' riser	Forty-two dollars and fifty cents per each	42.50
Remove existing ornamental luminaire	Forty-two dollars and fifty cents per each	42.50
Remove existing luminaire	Twenty-one dollars and no cents per each	21.00

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5957-82 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally *See Liquidated Damages Provision.

and in all respects completed on or before *Sept. 30, 1983 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said date

_____, 19____ until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this 27

day of July, 1983

ATTEST:

Donald E. Atkins
Asst. Corporate Secretary

RIETH-RILEY CONSTRUCTION CO., INC.

BY: *Ross J. Cole*

ITS: *Area Supt.*

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

Betty R. Collins

ATTEST:

Helen O. Goehner
Secretary and Clerk

Its Board of Public Works and Mayor.

Contract for Improvement Resolution No. 5957-82
Continued

Remove existing foundation	Fifty-five dollars and no cents per each	55.00
Total	Four thousand, nine hundred and twenty-one dollars and eighty cents	\$4,921.80
<u>Street Items:</u>		
Curb and Sidewalk Removal	Three dollars and twenty-five cents per square yard	3.25
Drive Removal Including Sawing	Three dollars and twenty-five cents per square yard	3.25
Step Sets Saw & Remove	Twenty-nine dollars and no cents per each	29.00
5' Curbface Walk 6" Depth Incl. Drive Approaches	Two dollars and forty-five cents per square foot	2.45
Sod	One dollar and ninety cents per square yard	1.90
4" Sidewalk	Two dollars and ten cents per square foot	2.10
Backfill for Sod	Nine dollars and eighty-five cents per ton	9.85
Type III Curb	Eight dollars and sixty cents per lineal foot	8.60
Step Sets Replace	Sixty-six dollars and sixty-five cents per each	66.65
2" PVC Conduit	Two dollars and twenty cents per lineal foot	2.20
Asphalt Patching	No dollars and eighty-five cents per lineal foot	0.85
Type I-C C.B. Remove & Replace	One thousand, six hundred and sixty-five dollars and no cents per each	1,665.00
Aggregate #73 & #53 (B-Borrow)	Seven dollars and fifteen cents per ton	7.15
Total	Twenty-nine thousand, nine hundred and ninety-two dollars and seventy-five cents	\$29,992.75
Grand Total	Thirty-four thousand, nine hundred and fourteen dollars and fifty-five cents	\$34,914.55

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being I.C. 22-3-2-1 et. seq.).

A copy of General Ordinance No. G-34-78 (as amended) concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

PERFORMANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we RIETH-RILEY CONSTRUCTION CO., INC.
as Principal, and the _____

_____, a corporation organized under the laws of the
State of _____, and duly authorized to transact business in the
State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne,
Indiana, an Indiana Municipal Corporation in the sum of THIRTY-FOUR THOUSAND,
NINE HUNDRED AND FOURTEEN DOLLARS AND FIFTY-FIVE CENTS -----

(\$ 34,914.55-----), for the payment whereof well and truly to be made,
the Principal and Surety bind themselves, their heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents. The
condition of the above obligation is such that

WHEREAS, the Principal did on the 27 day of July, 1983,
enter into a contract with the City of Fort Wayne to construct

Improvement Resolution No. 5957-82

To construct curbface walk on Violet Court from Fairfield Avenue to
Hoagland Ave. This will be funded from the revolving Barrett Law Account.
Special improvement shall also include installation of new ornamental
lighting system.

at a cost of \$ 34,914.55-----, according to certain plans and specifications
prepared by or approved by the City.

WHEREAS, the grant of authority by City to so construct such improvement
provides:

1. That said improvement shall be completed according to said plans and
specifications, and contractor shall warrant and guarantee all work, mater-
ial, and conditions of the improvement for a period of three (3) years from
the date of final acceptance in writing by the Owner;
2. There shall be filed with the City, within thirty (30) days after comple-
tion, a Completion Affidavit;
Said Principal is required to agree to make such adjustments, modifica-
tions, and repairs as required by the City within thirty (30) days after
notice.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications.

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and shall for three (3) years after acceptance of said improvement by City warrant and guarantee said improvement and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

RIETH-RILEY CONSTRUCTION CO., INC.
(Contractor)

BY: Ross J Cole

ITS: Area Supt.

ATTEST:

Ronald E. Athens

Asst. Secy.
(Title)

Surety

*BY: _____
Authorized Agent
(Attorney-in-Fact)

*If signed by an agent, power of attorney must be attached

UNITED PACIFIC INSURANCE COMPANY

HOME OFFICE, TACOMA, WASHINGTON

BOARD OF PUBLIC WORKS

PERFORMANCE BOND

The American Institute of Architects, AIA Document A311, February 1970 Edition.

JUL 26 1983

KNOW ALL MEN BY THESE PRESENTS: that (Here insert full name and address or legal title of Contractor)

Rieth-Riley Construction Company, Inc.

as Principal, hereinafter called Contractor, and, UNITED PACIFIC INSURANCE COMPANY, a corporation of the State of Washington, with its Home Office at Tacoma, Washington, as Surety, hereinafter called Surety, are held and firmly bound unto (Here insert full name and address or legal title of Owner) City of Fort Wayne

as Obligee, hereinafter called Owner, in the amount of thirty four thousand nine hundred fourteen and fifty five hundredths

Dollars (\$ 34,914.55), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. WHEREAS, Contractor has by written agreement dated July 27 19 83, entered into a contract with Owner for

Curb and Sidewalk replacement on Violet Court from Fairfield Avenue to Hoagland

in accordance with Drawings and Specifications prepared by (Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

Signed and sealed this 27th

day of July 19 83

Rieth-Riley Construction Co., Inc. (Seal)

(Principal)

(Witness)

Ross J. Cole, Area Superintendent

UNITED PACIFIC INSURANCE COMPANY

(Witness)

Leonard E. Northrup, C.P.C.U.
Leonard E. Northrup, Attorney-in-fact

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

----- RIETH-RILEY CONSTRUCTION CO., INC. -----

(Name of Contractor)

----- 1633 S.R. 327 North County Line Rd., Huntertown, Ind. 46748-----

(Address)

a _____, hereinafter called Principal,
(Corporation, Partnership or Individual)

and _____
(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, an Indiana Municipal Corporation in the penal sum of THIRTY-FOUR THOUSAND, NINE HUNDRED AND FOURTEEN DOLLARS AND FIFTY-FIVE CENTS -----

for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 27 day of July, 1983, for the construction of:

Improvement Resolution No. 5957-82

To construct curbface walk on Violet Court from Fairfield Avenue to Hoagland Ave. This will be funded from the revolving Barrett Law Account. Special improvement shall also include installation of new ornamental lighting system.

at a cost of THIRTY-FOUR THOUSAND, NINE HUNDRED AND FOURTEEN DOLLARS AND FIFTY-FIVE CENTS -----
(\$34,914.55-----), all according to Fort Wayne Street Engineering Department plans and specifications.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall deprive the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons; firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subconstructor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in 3 counter-
(number)
parts, each one of which shall be deemed an original, this 27 day of
July, 1983.

(SEAL)

ATTEST:

Donald E. Atkins, Asst. Secy.
(Principal) Secretary

RIETH-RILEY CONSTRUCTION CO., INC.
Principal
BY Ross J. Cole
Area Supt.
(Title)
Huntertown, Pa
(Address)

Witness as to Principal

(Address)

Surety
BY _____
Attorney-in-Fact
(Authorized Agent)

Witness as to Surety

(Address)

(Address)

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

BILL NO. S-83-08-14

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON Public Works TO WHOM WAS REFERRED AN
ORDINANCE approving a Contract by the City of Fort Wayne by and
through its Board of Public Works and Rieth-Riley Construction Co., Inc.,
for Res. #5957-83, Curbface Walk on Violet Court from Fairfield to
Hoagland

PRIOR APPROVAL RECEIVED 7/12/83

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE Do PASS.

SAMUEL J. TALARICO, CHAIRMAN

VICTURE L. SCRUGGS, VICE CHAIRMAN

MARK E. GIAQUINTA

PAUL M. BURNS

ROY J. SCHOMBURG

Samuel J. Talarico

Victure Scruggs

Mark E. Giaquinta

Paul M. Burns

Concurred 8-23 J. Kennedy

TITLE OF ORDINANCE Contract for Res. #5957-82, Curbface Walk on Violet Court from Fairfield Avenue to Hoagland Ave. - Contractor Rieth-Riley Co., Inc.
DEPARTMENT REQUESTING ORDINANCE Board of Public Works *83-08-14*

SYNOPSIS OF ORDINANCE This contract for Res. #5957-82, is to construct curbface walk on Violet Court from Fairfield Avenue to Hoagland Avenue. This will be funded from the revolving Barrett Law Account. Special improvement shall also include installation of new ornamental lighting system. Rieth-Riley Construction Co., Inc. Contractor.

PRIOR APPROVAL RECEIVED 7/12/83

EFFECT OF PASSAGE Improvement of walks on Violet Court

EFFECT OF NON-PASSAGE _____

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$34,914.55

ASSIGNED TO COMMITTEE _____